

KNOW ALL MEN BY THESE PRESENTS, That in consideration of full payment of the debt secured by a mortgage by Ruth Langley, a single woman dated the eighth day of June, A. D. 1908, which is recorded in Book 45 of Mortgages, page 45, of the records of Douglas County, Kansas, satisfaction of such mortgage is hereby acknowledged and the same is hereby released.

Dated this 20th day of November, A.D. 1915.

(Corp. SEAL) The Merchants Loan & Savings Bank of Lawrence,
Kansas. By F. C. Whipple, Cashier.
M. Newmark, Pt.

State of Kansas, Douglas County, Ss.

BE IT REMEMBERED, That on this 20th day of November A.D. 1915 before me, the undersigned a Notary Public in and for said County and State, came M. Newmark, President and F. C. Whipple, cashier of the Merchants Loan & Savings Bank of Lawrence, Kansas, to me personally known to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of the same, to be the act of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.
My commission expires September 15th 1918. (SEAL) E. J. Hilkey, Notary Public.

Recorded Nov., 20th., A.D. 1915, at 3:12 o'clock P.M.

Flora L. Lawrence
Register of Deeds,
Geo. C. Michel
Deputy.

THIS INDENTURE, made this seventeenth day of November, A.D. 1915, between James W. Counts and Mertie E. Counts, husband and wife, of the County of Douglas and State of Kansas, party of the first part, and The Mutual Benefit Life Insurance Company, a corporation under the laws of New Jersey, located at Newark, Essex County, New Jersey, party of the second part,

WITNESSETH, that the said party of the first part, in consideration of the sum of (\$1300.) Thirteen Hundred Dollars, in hand paid, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, convey and confirm to the said party of the second part, its successors and assigns, the following described real estate in the County of Douglas and State of Kansas, to wit:

Lot Three (3) of Section Twenty-three (23) being all of the Southwest Quarter of Said Section lying West of the west boundary line of the Shawnee Indian Reservation and the South Thirty-eight and Seventy-eight Hundredths (38.78) acres of Lot Four (4) of Section Twenty-three (23) being the South Thirty-eight and Seventy-eight Hundredths (38.78) Acres of all that portion of the Southwest Quarter of said Section lying East of the West boundary line of said Shawnee Indian Reservation; all in Township Fourteen (14), of Range Twenty (20). Containing Eighty (80) Acres.

TO HAVE AND TO HOLD the same, with the appurtenances thereto belonging or in anywise appertaining, including any right of homestead and every contingent right or estate therein, unto the said party of the second part, its successors and assigns forever; the intention being to convey an absolute title in fee to said premises.

And the said party of the first part hereby covenant that they are lawfully seized of said premises and have good right to convey the same; that said premises are free and clear of all incumbrances; and that they will warrant and defend the same against the lawful claims of all persons whomsoever.

PROVIDED HOWEVER, that if the said party of the first part shall pay or cause to be paid, to the said party of the second part, its successors or assigns, the principal sum of (\$1300.) Thirteen Hundred Dollars on the first day of December, A.D. 1920, with interest thereon at the rate of five per cent. per annum, payable on the first day of June and December in each year, together with the interest at the rate of ten per cent. per annum on any installment of interest which shall not have been paid when due, and on said principal sum after the same becomes due or payable, according to the tenor and effect of a promissory note, bearing even date herewith, executed by the said party of the first part and payable at the office of The Mutual Benefit Life Insurance Company, in Newark, New Jersey; and shall perform all and singular the covenants herein contained; then this mortgage to be void, and to be released at the expense of said party of the first part, otherwise to remain in full force and effect.

And the said party of the first part do hereby covenant and agree to pay, or cause to be paid, the principal sum and interest above specified, in manner aforesaid, together with all costs and expenses of collection, if any there shall be, and any costs, charges or attorney's fees incurred and paid by the said party of the second part, its successors or assigns, in maintaining the priority of this mortgage.

And the said party of the first part do further covenant and agree until the debt hereby secured is fully satisfied, to pay all legal taxes and assessments levied under the laws of the State of Kansas, on said premises, or on this mortgage, or on the note or debt hereby secured, or on the lien created by this instrument, before any penalty for non-payment attaches thereto; also to abstain from the commission of waste on said premises, and keep the buildings thereon in good repair and insured to the amount of \$ in insurance companies acceptable to the said party of the second part, its successors or assigns, and assign and deliver to it or them all policies of insurance on said buildings, and the renewals thereof, and in case of failure to do so the said party of the second part, its successors or assigns, may pay such taxes and assessments, make such repairs, or effect such insurance; and the amounts paid therefor, with interest thereon, from the date of payment, at the rate of ten per cent. per annum, shall be collectible with, as a part of, and in the same manner as, the

The following is endorsed on the original instrument:

Notary Public
Flora L. Lawrence
Geo. C. Michel
Deputy
Recorded Nov. 20th. 1915
at 3:12 o'clock P.M.
The Mutual Benefit Life Insurance Company, the Mortgage within named, does hereby acknowledge full payment of the debt secured by the foregoing mortgage, and authorizes the Register of Deeds of Douglas County, Kansas, to discharge the said mortgage.
For Witness thereof the said Company has caused these presents to be signed by its Vice President and its Commissioner, to be attested, this 3rd day of March, A.D. 1916.
The Mutual Benefit Life Insurance Company, by President M. B. White